

2920 E. X Street LaPorte, Texas 77571 ph: 281-842-RENT fax: 281-842-7369

www.dynamicrentalsystems.com

10164

EQUIPMENT DESCRIPTION	25 grd Vae Boy	STAR	CAPACE SERVICES	TOPOAVE
Unit Number: VB-2567		1-21	-10	
CES	USTOMER INFOR			
Customer Jennie Ordered By	Pate Needed	PO Number:  Location Used:	CES - Hou	iston
	Accessories and eac			
Item Description		Sales Order No.	Number Unit C	ost Total
Kenta				
25 yd vac Box				
Delivery / Pick up				
Start Time End Time	☐ Delivery ☐ Respot			
Start Time End Time	☐ Pickup ☐ Haul			
Start Time End Time	cou			
Driver Uni	it Number			
JOB SITI	E / SHIP TO		NOTED DAMAGES	
		Start on.	ant to P.K.	5. 1-21-1
		Day	ent to C.E. ifer Rust s	end les
		email	THE LUST S	THE WAY
•		- White		
		*01	EGULATORY FORMS	
Contact			all DRS / regulatory paper	erwork at return.
Contact		Failure to do so will	result in additional charge	
Phone		DOT Cab Card		\$ 25.0 \$ 10.0
		Our Vehicle Insurance	e Card	\$ 10.0 \$ 5.0
Type of Application / Product		Proof of DOT Inspect	The state of the s	\$ 25.0
		Emergency Contact I		\$ 5.00
NOTES	<del>                                      </del>	Tank Certification, (if		\$ 10.0 \$ 100.0
		Entire Contents of Bir	is kept in a binder and is i	
	RENTAL ACTUE	MEN SIN SIN SIN SIN SIN SIN SIN SIN SIN SI		
Equipment must be returned full of fuel. Fuel re- customer. Equipment / accessories not returne- rent until condition is remedied. Equipment that published rates included with this document.	10% per hour of the daily rental rate. These rates do placement charges billed \$5.00 per gallon if not returned or ruined will be charged at listed rates. Equipment is returned in a condition that prohibits us from renting	ed full of fuel. Equipment must be returned in a condition that prohib g to another customer can be remo ACKNOWLEDGEMENT asibility to return in the same or	returned in a condition to be rer its us from renting to another cu edied by the the rental customer	nted to the next estomer will remain or or Dynamic at the
Equipment Rele			Equipment Returned by::	
	1-21-10			
arthory Brown	1-21-10   Date	Print Name	Signature	Date
Dynamic Rental Systems, LLC	Date	Dynamic R	ental Systems, LLC	Date



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## **EQUIPMENT DESCRIPTION**

Unit Number: VB-25141

/AC BOX			
	12-8-09		

Jennie	Customer	12-8-09 Date Needed 12-8-09 Date	PO Number: Location Used:	CES YED	
Item Description		ৣ ৺৽৽৽৽৻ৣ৻৻৸ <b>৴</b> ৽৻ৼৼ৻ঀ৻য়৸৽৻৻৻	Sales Order No.	The later than the la	nit Cost Total
tem Description	Ronfel	<del>                                      </del>	Sales Order No.		int Cost Total
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JE WA I	ac Box			+	
02 000	ac Box	+			
			<del></del>		
Delivery Pick up	CES				
Start Time	End Time	☐ Delivery ☐ Respot			
Start Time	End Time	Pickup 🖸 Haul			1-1-
Start Time	End Time	_ CPY			
Driver	Unit Num				
-				LEANING CHARG	EC
	JOB SITE / SI	IIP 10		LEANING CHARG	23
				harged if the rental cu uipment to "ready to r	ustomer wants DRS to ent" condition:
	¥		Interior	+	\$ 75.00
			Exterior wash		\$ 150.00
			Heavy duty cleaning		Cost plus 20%
			Tank wash and dispo	osal	Cost plus 20%
			Hydroblasting		Cost plus 20%
				EGULATORY FOR	
Contact				all DRS / regulatory result in additional cl	
			DOT Cab Card	result in additional ci	\$ 25.00
Phone			IFTA License		\$ 10.00
			Our Vehicle Insurance	ce Card	\$ 5.00
Type of Applicati	on / Product		Proof of DOT Inspec		\$ 25.00
			Emergency Contact		\$ 5.00 \$ 10.00
NOTES		H	<ul> <li>Tank Certification, (if Entire Contents of Bi</li> </ul>		\$ 100.00
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		TENEVISION TO STATE OF THE			STEEL STEEL STEEL
Equipment must be ret customer. Equipment rent until condition is re published rates include	rurned full of fuel. Fuel replacement t / accessories not returned or rule emedied. Equipment that is returned d with this document.	er hour of the daily rental rate. These rates do ent charges billed \$5.00 per gallon if not returns ned will be charged at listed rates. Equipment med in a condition that prohibits us from renting CENTAL ESSA	ed full of fuel. Equipment must be returned in a condition that prohit g to another customer can be rem	e returned in a condition to bits us from renting to anot ledied by the the rental cus	be rented to the next her customer will remain on tomer or Dynamic at the
This rental equipr	ment is accepted in perfect co	ndition except where noted. It is my response	nsibility to return in the same of ivers may drive the vehicle.	condition. Unly authorize	ea operators may use this
152	Equipment Released to			Equipment Returned by:	
INT KOM	sme Sig	12/8/19	Print Name	Signature	e Date
Dynamic R	Rental Systems, LLC	Date	Dynamic R	Rental Systems, LLC	Date



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9610

VAC Box	
	11-6-09

MH AN SHUKARA
PO Number:
LSY, LA.
Sales Order No.   Number   Unit Cost   Total
4096
1019
Respot
□ Haul
OLEANING CHARGES
CLEANING CHARGES
These rates will be charged if the rental customer wants DRS return the equipment to "ready to rent" condition:
Interior \$ 75.
Exterior wash · \$ 150.
Heavy duty cleaning Cost plus 20
Tank wash and disposal Cost plus 20
Hydroblasting Cost plus 20
*REGULATORY FORMS
Lessee must return all DRS / regulatory paperwork at return Failure to do so will result in additional charges shown below
DOT Cab Card \$ 25.
IFTA License \$ 10
Our Vehicle Insurance Card \$ 5
Proof of DOT Inspection \$ 25  Emergency Contact Information \$ 5
Tallit Columbation ( )
Talk Columbation ( Copper



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QUIPMENT DESCRIPTION	Berm ;	
mie blumbani		

SENIAR PLANTS	A SECOND PROPERTY OF THE SECOND
10-20-09	

CONTACTED SESTEMBLE AND WEIGHT OF				10-00-09			
CES Customer		AUD	1/09	PO Number:			PE LEDIN
		51011100		Location Used:			
Ordered By		Date	Name of the last of the same of the				-
	ACC	ESSO	RIES AND CO	NSUMABLES		and the second	
Item Description				Sales Order No.	Number	Unit Cost	Total
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48 Backets							
		44					
			A second				
		3					
Delivery Pick up CES	Do	elivery	Respot				
Start Time End Tim	e		☐ Haul				
Start Time End Tim	е	Shup	C Hour				
Start Time End Tim	e						
Driver	Unit Number						
	SITE / SHIP TO	-			LEANING CHA	PCES	
308	SITE / SHIF TO	-			LEANING CHA	INOLO	
				These rates will be or return the eq	charged if the rent uipment to "ready		
				Interior			\$ 75.0
- 1				Exterior wash			\$ 150.0
				Heavy duty cleaning			st plus 20
				Tank wash and dispo	osal		st plus 20
				Hydroblasting			st plus 20
				*REGULATORY FORMS			
Contact				Lessee must return all DRS / regulatory paperwork at return. Failure to do so will result in additional charges shown below:			
				Failure to do so wil	I result in addition		wn below
					I result in addition		
Phone				Failure to do so wil  DOT Cab Card  IFTA License	I result in addition		\$ 25.0 \$ 10.0
Phone				DOT Cab Card			\$ 25.0 \$ 10.0 \$ 5.0
Phone  Type of Application / Product				DOT Cab Card IFTA License Our Vehicle Insurance Proof of DOT Inspec	ce Card		\$ 25.0 \$ 10.0 \$ 5.0 \$ 25.0
				DOT Cab Card IFTA License Our Vehicle Insurant Proof of DOT Inspect Emergency Contact	ce Card tion Information		\$ 25.0 \$ 10.0 \$ 5.0 \$ 25.0 \$ 5.0
Type of Application / Product				DOT Cab Card IFTA License Our Vehicle Insurant Proof of DOT Inspector Emergency Contact Tank Certification, (iii	ce Card stion Information f applicable)	al charges sho	\$ 25.0 \$ 10.0 \$ 5.0 \$ 25.0 \$ 10.0
				DOT Cab Card IFTA License Our Vehicle Insurant Proof of DOT Inspect Emergency Contact	ce Card ction Information f applicable) inder and Binde	nal charges sho	\$ 25.0 \$ 10.0 \$ 5.0 \$ 25.0 \$ 10.0 \$ 100.0



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QUIPMENT DESCRIPTION	Frac TANK

Si	Artel		(e) (e)	
1-13	3-10	0		

Unit Number: 1-1-506		1-13.	-10		
	GUSTOMER INFOR	MATION			
CES	1-13-10	PO Number:			
ennie	Date Needed	Location Used:	CES C	origas k	Col.
Ordered By	Date			-110	
	AGOESSORIES AND CO	AND DESCRIPTION OF THE PERSON NAMED IN COLUMN 2 IS NOT THE OWNER, THE			44
tem Description		Sales Order No.	Number	Unit Cost	Total
REH	IAL		FTUL-506		
Con and train	TA . //.				
500 BBL Frac T	AUK		-		
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Delivery / Pick up					
Start Time End Time	☐ Delivery ☐ Respot				
Start Time End Time	☐ Pickup ☐ Haul				
Start Time End Time	CP4				
OriverUnit No	.51				
			NOTED DAMA	ore l	
JOB SITE /	SHIP TO	F_	NOTED DAMA	GEO	
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			REGULATORY F	ODMS	4
· <u>·</u>		Lessee must retur			at return.
Contact		Failure to do so wi			
Jennie		DOT Cab Card			\$ 25.0
Phone HI2 700 HG	AH	IFTA License			\$ 10.0
743-800-79	07	Our Vehicle Insuran Proof of DOT Inspec			\$ 5.0 \$ 25.0
Type of Application / Product		Emergency Contact	CANADA A STATE OF THE STATE OF		\$ 5.0
Waste Water De	Cherl	Tank Certification, (i		UNIT SEA	\$ 10.0
NOTES		Entire Contents of B			\$ 100.0
	The state of the s	A PROPERTY AND ADDRESS OF THE ABOVE THE PROPERTY AND ADDRESS OF THE ABOVE TH	n is kept in a binder	r and is in each	truck.***
lours exceeding above usage will be billed at an 10%	RENTAL AGREE		transporation cleaning	o or disposal charc	es.
quipment must be returned full of fuel. Fuel replace	ment charges billed \$5.00 per gallon if not returne	d full of fuel. Equipment must b	e returned in a condition	n to be rented to t	he next
customer. Equipment / accessories not returned or ent until condition is remedied. Equipment that is re	ruined will be charged at listed rates. Equipment returned in a condition that prohibits us from renting	returned in a condition that prohi to another customer can be rer	ibits us from renting to nedied by the the renta	another customer I customer or Dyna	mic at the
published rates included with this document.		THE STATE OF THE S	CHECK THE COMMENSAGE STREET, S		it of the same
This rental equipment is accepted in perfect	condition except where noted. It is my respon			orized operators	may use th
	quipment. Only properly licensed dri				
Equipment Release			Equipment Returned	3 by::	
avill radrigues //	T-13-10	William Control of the Control of th			
PrintyName D	Signature Date	Print Name	Sign	ature	Date
( Mithory Brocks)	9-13-10				
Dynamic Rental Systems LLC	Date	Dynamic I	Rental Systems, LI	LC	Date

Dynamic Rental Systems, LLC



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Dynamic Rental Systems, LLC

Date

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EQUIPMENT RENTAL CONTRACT

	EQUIPMENT REN	IAL CONTRACT	1	1001
EQUIPMENT DESCRIPTION	Mac la	n ( sta	YRIEDATE SIO	P-DATE
rtsi			25-09	
Init Number:			2011	parameter de la companio de la comp
	CUSTOMERIN	60		en de la company
Cathoner	Date Needed _	PO Number:	0100	1
STEVE	11-25-0	Sq Location Used:	164 Arth	M IL
Ordered By	Date Accessories ANI	TO A VOLUME PROPERTY AND A VOLUME PROPERTY A		
tem Description		Sales Order No.	Number   Unit Cost	Total
SIII Description				
500 1430	, mac lank			
				-
Thinkul				+
	<del></del>			
Delivery Delivery				
Start Time 0730 End Time	Delivery D Resp	ot		
Start Time End Time	Pickup Haul			
Start Time End Time	6.0			
Driver ChulfCoast Unit N	umber			
			NOTED DAMAGES	
JOB SITE /	SHIP TO		NOTED DAMAGES	
	<del>                                     </del>			
				12N 9X 33
			REGULATORY FORMS	
Contact		Lessee must retu	urn all DRS / regulatory paperw	ork at return.
Contact			vill result in additional charges	
Phase		DOT Cab Card		\$ 25.0 \$ 10.0
Phone		IFTA License Our Vehicle Insura	nce Card	\$ 5.0
Type of Application / Product		Proof of DOT Inspe		\$ 25.0
Type of Application / Froduct		Emergency Contac	ct Information	\$ 5.0
NOTES		Tank Certification,		\$ 10.0 \$ 100.0
NOTES		Entire Contents of	on is kept in a binder and is in e	
	RENITAL A	GREEMEND		
Hours exceeding above usage will be billed at an 10	% per hour of the daily rental rate. These ra	tes do not include applicable taxes, fu	uel, transporation, cleaning or disposal of	charges.
Equipment must be returned full of fuel. Fuel replace	ement charges billed \$5.00 per gallon if not	returned full of fuel. Equipment must	phibits us from renting to another custo	mer will remain or
rent until condition is remedied. Equipment that is a published rates included with this document.	returned in a condition that prohibits us from	renting to another customer can be r	remedied by the the rental customer or	Dynamic at the
THE PARTY OF THE P	y vyhen o je estem kom kamite	CK IN ACKNOWIED GEMEN		
This rental equipment is accepted in perfect	t condition except where noted. It is my	responsibility to return in the sam sed drivers may drive the vehicle.	ne condition. Only authorized opera	tors may use th
Equipment Releas			Equipment Returned by::	
Was Marley D	9/1// 11-250	9		
Ob III III	Signature	Print Name	Signature	Date



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Unit Number: FT539	1100 1011		5-09	SHOP DATES
Ordered By	CUSTOMER INFORM  1 -25 -09  Date Needed 1 -25 -09  Date	PO Number: Location Used:	Post An	thur, Tx
Item Description	∜:/Accessióries/Andiciói	Sales Order No.	THE RESERVE OF THE PERSON NAMED IN COLUMN	it Cost Total
500 BBL Frac	Tank			
Prendel				
Start Time End Time Start Time End Time End Time End Time Find Time Find Time	Delivery Respot Haul			
Driver			NOTED DAMAGES	
•				
Contact			EGULATORY FORM	
Contact		Failure to do so will	result in additional cha	rges shown below:
Phone		IFTA License Our Vehicle Insurance	ce Card	\$ 25.00 \$ 10.00 \$ 5.00
Type of Application / Product		Proof of DOT Inspec Emergency Contact	tion Information	\$ 25.00 \$ 5.00
NOTES		Tank Certification, (if Entire Contents of B	and the second s	\$ 10.00 \$ 100.00 is in each truck.***
This rental equipment is accepted in perfect condition exc	billed \$5.00 per gallon if not returned charged at listed rates. Equipment re indition that prohibits us from renting	include applicable taxes, fuel, full of fuel. Equipment must be turned in a condition that prohili to another customer can be remained to the fuel of	transporation, cleaning or dis e returned in a condition to be bits us from renting to anothe ledied by the the rental custor	sposal charges. e rented to the next r customer will remain on mer or Dynamic at the
Print Name Spinature	Date 1115-19	Print Name	Signature	Date
Dynamic Rental Systems, LLC	Date	Dynamic R	Rental Systems, LLC	Date



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#### **EQUIPMENT DESCRIPTION**

Frac TANK

EXTENSION CONTRACTOR OF THE AM

CES 1-16-10	THE TRANSPORT OF THE PARTY OF T	AND REAL PROPERTY.	PRINCIPLE SAME AND ADDRESS.	Utwo States
Customer / - Pale Needed / - Pale Needed	PO Number:	( FS UP	of Gring	s P.A.
Ordered By Date		200 9-0		
STATE STORIES AND STATE OF STATE				
em Description	Sales Order No.	Number	Unit Cost	Total
Rental				
550 ARI Francisco	+			
500 BBL Frac Tank	+			
Deliver FRACTANK to CES	+	-		-
DECOREC I FINE INDIC ID GCS				
tart Time 11:454 End Time 1:300 Delivery Respot Pickup Haul tart Time End Time Unit Number UT-5172				
JOB SITE / SHIP TO	1	LEANING CHA	RGES	*
		These rates will be charged if the rental custome return the equipment to "ready to rent" co		
•	return the ec			ion: \$ 75.
•	Interior Exterior wash Heavy duty cleaning	quipment to "ready	y to rent" condit	\$ 75. \$ 150. st plus 20
•	Interior Exterior wash Heavy duty cleaning Tank wash and disp	quipment to "ready	y to rent" condit	\$ 75. \$ 150. st plus 20 st plus 20
•	Interior Exterior wash Heavy duty cleaning Tank wash and disp Hydroblasting	quipment to "ready	cos	\$ 75. \$ 150. st plus 20 st plus 20
	Interior Exterior wash Heavy duty cleaning Tank wash and disp Hydroblasting	osal	Cos Cos Cos FORMS	\$ 75. \$ 150. st plus 20 st plus 20 st plus 20
Contact	Interior Exterior wash Heavy duty cleaning Tank wash and disp Hydroblasting	posal  REGULATORY In all DRS / regula	Cos Cos FORMS tory paperwork	\$ 75. \$ 150. \$t plus 20 st plus 20 at return
	Interior Exterior wash Heavy duty cleaning Tank wash and disp Hydroblasting  Lessee must return	posal  REGULATORY In all DRS / regula	Cos Cos FORMS tory paperwork	\$ 75. \$ 150. st plus 20 st plus 20 at return wn below \$ 25.
	Interior Exterior wash Heavy duty cleaning Tank wash and disp Hydroblasting  *F  Lessee must retur Failure to do so wi DOT Cab Card IFTA License	posal REGULATORY In all DRS / regula	Cos Cos FORMS tory paperwork	\$ 75. \$ 150. \$t plus 20 \$t plus 20 \$t plus 20 at return wn below \$ 25. \$ 10.
Phone	Interior Exterior wash Heavy duty cleaning Tank wash and disp Hydroblasting  *F  Lessee must retur Failure to do so wi  DOT Cab Card IFTA License Our Vehicle Insuran	posal REGULATORY In all DRS / regula Il result in addition	Cos Cos FORMS tory paperwork	\$ 75. \$ 150. \$t plus 20 \$t plus 20 \$t plus 20 at return wn below \$ 25. \$ 10. \$ 5.
Phone	Interior Exterior wash Heavy duty cleaning Tank wash and disp Hydroblasting  *F  Lessee must retur Failure to do so wi  DOT Cab Card IFTA License Our Vehicle Insuran Proof of DOT Inspec	posal REGULATORY In all DRS / regula Il result in addition ce Card	Cos Cos FORMS tory paperwork	\$ 75. \$ 150. \$t plus 20 \$t plus 20 at return wn below \$ 25. \$ 10. \$ 5.
Phone  Type of Application / Product	Interior Exterior wash Heavy duty cleaning Tank wash and disp Hydroblasting  *F  Lessee must retur Failure to do so wi  DOT Cab Card IFTA License Our Vehicle Insuran	ready	Cos Cos FORMS tory paperwork	\$ 75. \$ 150. \$t plus 20 \$t plus 20 \$t plus 20 at return wn below \$ 25. \$ 10. \$ 5. \$ 25. \$ 5.
Contact  Phone  Type of Application / Product.	Interior Exterior wash Heavy duty cleaning Tank wash and disp Hydroblasting  *F  Lessee must retur Failure to do so wi  DOT Cab Card IFTA License Our Vehicle Insuran Proof of DOT Inspec Emergency Contact	ready	Cos Cos Cos FORMS tory paperwork al charges sho	\$ 75. \$ 150. \$t plus 20 \$t plus 20 \$t plus 20 at return wn below \$ 25. \$ 10. \$ 5. \$ 5. \$ 10.



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# EQUIPMENT DESCRIPTION

Unit Number: FT504

ac	lank	START DATE	STOP DATE
		11-25-09	

Jnit Number: F [ O / 9		43.01		
CUSTOMER INFOR	PO Number: Location Used:	Port	Art	rut,
tem Description ACCESSORIES AND CO	Sales Order No.	Number	Unit Cost	Total
500 BBL Frac Tank				
Rental				
Delivery Pick up Start Time Delivery Respot Pickup Haul Start Time End Time Unit Number  Driver Unit Number				
JOB SITE / SHIP TO	NOTED DAMAGES			
Contact	Lessee must return Failure to do so will	EGULATORY FO all DRS / regulator result in additional	ry paperwork	at return.
Phone	DOT Cab Card			\$ 25.00
	IFTA License Our Vehicle Insurance	e Card		\$ 10.00 \$ 5.00
Type of Application / Product	Proof of DOT Inspect			\$ 25.00
	Emergency Contact I			\$ 5.00
NOTES	Tank Certification, (if			\$ 10.00
	Entire Contents of Bir		and is in each	
RENTAL AGREE	THE RESERVE OF THE PERSON NAMED IN COLUMN 2 IS NOT THE PERSON NAME	is kept in a bilider a	illa 13 III cacii	ardon.
dours exceeding above usage will be billed at an 10% per hour of the daily rental rate. These rates do not requipment must be returned full of fuel. Fuel replacement charges billed \$5.00 per gallon if not returned customer. Equipment / accessories not returned or ruined will be charged at listed rates. Equipment retent until condition is remedied. Equipment that is returned in a condition that prohibits us from renting published rates included with this document.  **RENTAL CHECK OUT / CHECK IN.**  This rental equipment is accepted in perfect condition except where noted. It is my response equipment. Only properly licensed drives.	ot include applicable taxes, fuel, in full of fuel. Equipment must be sturned in a condition that prohibit to another customer can be remeased.  ACKNOWLEDGEMENT sibility to return in the same continuation.	returned in a condition its us from renting to an edied by the the rental c	to be rented to the nother customer v customer or Dynai	ne next will remain o mic at the
Equipment Released to:	E	Equipment Returned b		Patri
Dynamic Rental Systems, LLC Date  Print Name  Signature  Date  11-25-09	Print Name	Signati ental Systems, LLC		Date Date
Dynamic Nemai Systems, LLC	Dynamic Re	eritai Systems, LLC		Date

- 1. Lessee agrees to pay Lessor, at Lessor's stated place of business, all rentals stipulated on the face hereof as invoiced to Lessee from time to time by Lessor. All such invoices shall be paid promptly by Lessee, but in no event shall payment be delayed more than 30 days after Lessor's Invoice. Time is of the essence for purposes of this section 3.
- 2. The Lease contains the full, entire and complete understanding of the parties concerning the subject matter hereof. No amendment or addition to this lease shall be made except in writing endorsed by both parties.
- 3. The Leased Equipment shall at all times be and remain the sole and exclusive property of Lessor, and Lessee shall not acquire any title or property rights in or to the Leased Equipment, expect the right to use and possess the Leased Equipment so long as, but only so long as Lessee shall not be in default of this Lease. Lessee shall keep the Leased Equipment from any and all liens and claims, and shall not do or permit any act or thing whereby Lessor's title or rights in and to any of the Leased Equipment may be encumbered or impaired. Lessor and Lessee expressly agree that in the event any of the Leased Equipment is now, or may hereafter be, subject to any security interest therein created by the Lessor, Lessee's rights hereunder in and to the Leased Equipment are and shall be subordinate to any such security interest. Lessee expressly agrees that the Leased Equipment will be permanently housed for the duration of this Lease only at its address as indicated on the face hereof. Lessee will notify Lessor in writing of any change in the location of the Leased Equipment, expect temporary changed in location in the normal course of Lessee's business. The Lessor reserved the right to enter upon Lessee's premises at any and all times during normal business hours for the purpose of inspecting and/or retrieving the Leased Equipment. Lessee will immediately give Lessor written notice at any attachment or other judicial process which affects or may affect the Leased Equipment.
- 4. Lessee shall, during the term of this Lease, maintain and purchase at its sole cost and expense, one or more policies of insurance, placed with reputable companies satisfactory to Lessor, insuring Lessee and Lessor as primary coverage, in accordance with their respective interests and naming Lessor as an Additional Insured / Coinsured as follows: (I)bodily injury (including death) and general liability (including property damage), \$1,000,000 per person and \$1,000,000 per occurrence: (I)theft or damage to the Leased Equipment, the replacement value of such (not to exceed \_\_\_\_\_\_). Lessee shall notify Lessor within 48 hours of any damage or repairs to the Leased Equipment in excess of \$250.00 and shall forward to Lessor awritten report of such within 10 business days. If during the term of this Lease any item of Leased Equipment is stolen or missing and is not recovered within 90 days, or is damaged by accident or otherwise to such an extent that it cannot be restored to good working order and / or condition, then Lessee shall promptly pay Lessor the replacement value of such item(s) of Leased Equipment. Failure by Lessee to perform under this section 6 shall be deemed a material breach of this Lease.
- 5. Lessee shall be solely responsible for and agrees to promptly pay when due in addition to rent, all sales, use excise or other taxes, charges and levies (excepting only federal income taxes on Lessor's rent received), for which Lessee is or becomes liable, or which Lessor would otherwise have been liable in the absence of this section 7, arising under or out of this Lease or payment made pursuant hereto.
- 6. Lessee shall not assign this Lease or sublease any of the Lease Equipment without the express written consent of Lessor. Lessor may, without notice to Lessee, pledge, transfer, or assign its rights under the Lease or to any of the Leased Equipment, including but not limited to rents received or to be received from Lessee. Lessee's rights shall be deemed subordinate to the rights of any such assignee, pledgee, or transferee, their agents, trustees, of other holders in the event of a default by Lessor. Lessee agrees that it will place or affix labels, plates, or other markings supplies by Lessor in the Leased Equipment upon request.
- 7. Lessee expressly warrants and agrees:
  - (a) to use the Lease Equipment in a careful and prudent manner and only in accordance with the commodities, weights, and limitations set forth on the face hereof;
- (b) to use the Leased Equipment only in the usual course of its business; it is stipulated that Lessee, its agents, employees, and contractors are familiar with the Leased Equipment can provide proper maintenance and operation of the same in all particulars, and will take all necessary and prudent measures to protect the health and safety of all those who may come in contact with the Leased Equipment,
- (c) that it is familiar with and will comply with all federal, state, and local laws, rules, ordinances, and regulations in anyway related to the possession, use, or maintenance of the Leased Equipment; Lessees is solely liable for the payment of all fines, penalties and charges related to its operation, maintenance and use of the Leased Equipment.
- (d) to maintain the Leased Equipment in good and efficient working order, condition, and repair; reasonable wear and tear alone excepted. It applicable, Lessee will maintain and replace tires with a least tires comparable to those received when the Leased Equipment was first delivered to it. Lessor reserves the right to undertake repairs, maintenance, or replacement for or on the behalf of Lessee in the event Lessee fails to do so, in which event, Lessee shall be fully liable for all such costs; and,
- (e) not to make alterations, changes or improvement to the Leased Equipment without the advances written consent of Lessor; any such alterations, changes, or improvements shall be deemed, at Lessor's sole discretion to its full and exclusive property.
- 8. Lessee shall return all leased Equipment in a clean and neat condition (interior and exterior) and free from all foreign matter, or pay the Lessor all costs of cleaning the same and of waste disposal. Should Lessees undertake cleaning, it shall supply to Lessor upon request copies of all documentation concerning the disposal of wastes, waste products, hazardous or noxious substances, and the disposition of same, which cleaning and disposition shall be in accordance with all applicable federal, state and local laws rules and ordinances.
- 9. Unless otherwise expressly provided herein, Lessee agrees to assume all risks related to this Lease and the Leased Equipment. Accordingly, it is stipulated and agreed that;
- (a) Lessee has been given the right to inspect all of the Leased equipment prior to entering into this Lease and has done so; all exceptions are noted on the face hereof, Lessee acknowledges the Leased Equipment to be in good repair and condition and is satisfied with such. Accordingly, Lessee accepts all of the Leased Equipment AS IS and WITHALL FAULTS; and
- (b) Lessor warrants peaceful possession and use of the Leased Equipment so long as Lessee is in full compliance with its duties and obligations under this Lease. Lessor shall extend to Lessee all vendor's warranties and guarantees, if any accompanying the Lease Equipment, but makes no further assurances or warranties and assumes absolutely no responsibility or obligation for maintenance or operation of the Leased Equipment hereby demised to Lessee, nor for any cargo stored or transported by Lessee in or on the Leased Equipment or damage to same, whether of Lessee or of any third-party.
- (c) Lessor shall never be liable or responsible for any damaged or claims whatsoever, arising our of the operation, maintenance, or use of any of the Leased Equipment regardless as to the cause including but not limited to failure of the Leased Equipment to properly operate the condition of the Leased Equipment cargo or damage to cargo or mixing of cargoes, whether by cleaning solvents, cleaning process, adulteration, or otherwise; vacuum or pressure damage, tilting or imbalance of loads; improper loading or overloading, injury to person or property; or any other direct, incidental, or consequential damages or losses to Lessee or to third parties arising out of this Lease. Lessee expressly agrees to save, defend and hold Lessor, its officers, directors, agents, employees, contractors, and assigns harmless from and against any and all manner of such claims, including but not limited to
  - (d) The rental rates provided on the face hereof would be much greater, but for Lessee's assent to the provisions of this Section 11.
- (e) EXCEPT AS EXPRESSLY PROVIDED FOR IN PARAGRAPH "b" OF THIS SECTION 11, LESSOR MAKES ABSOLUTELY NO WARRANTIES, REPRESENTATIONS, OR GUARANTEED WHATSOEVER, EITHER EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE LEASED EQUIPMENT, ITS MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
  - (f) Lessor may rely upon and intends to so rely on Lessee's promise, stipulations, representations, and agreements contained in the Section 11.
- 10. In addition the the expiration of the normal Lease term, Lessor may at its option immediately terminate this Lease.
  - (a) upon, Lessee's failure to timely pay any rents due, or
  - (b) upon, Lessee's failure to correct any other default in its performance under this Lease after 10 days notice of such default or defect be Lessor to Lessee; or
- (c) upon, Lessee's insolvency, bankruptcy, (voluntary or involuntary), receivership, assignment for the benefit of creditors, death, dissolution, in the event Lessee suffers or permits and lien or charge on or against the Leased Equipment, or in the event Lessor has reasonable grounds for believing that Lessee will be unable to perform, now or in the future, under this Lease.

The option to terminate reserved to Lessor hereinabove is not exclusive, Lessor retains the right to pursue in addition thereto any and all other rights or remedies it may possess whether at law or in equity. The waiver of forbearance by Lessor of any of its rights or remedies under this Lease, shall never be construed to be a waiver of such rights or remedies. Lessee hereby waives its right of set - off in any present or future claims against any amounts due Lessor under this Lease.

- 11. (a) Upon the expiration or earlier termination of this Lease, Lessee shall forth with return all Lease Equipment to Lessor's office as stated on the face hereof, clean and in good order and condition, reasonable wear and tear excepted. All transportation charges to Lessor shall be solely bome by Lessee.
- (b) Should any item of Leased Equipment not be returned to Lessor within 10 days from expiration or termination of this Lease, then (i) Lessor may permit Lessee to use such Leased Equipment upon the same terms as provided for in this Lease, provided however that additional rents paid to or demanded by Lessor shall not operate as an automatic of this Lease, or (ii) Lessee expressly authorizes the Lessor to enter upon any premises where the Leased Equipment may be housed and reclaim and remove the same. All costs of reclaiming, removal and transportation of such Lease Equipment shall be bome solely be Lessee. Any claim by Lessee that such reclaimed and recovered items of Leased Equipment contains property of Lessee shall be makde to Lessor within 24 hours of Lessor's recovery, or such claim shall forever waived. Lessor's right under this Section 13 are not exclusive and are in addition to any other rights or remedies which Lessor may posses at law or in equity.
  - (c) Lessee's sole and exclusive remedy under this Lease shall be a return of monies paid to Lessor hereunder without interest.
- 12. THE LEASE SHALL BE GOVERNED AND CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS. THE PARTIES FURTHER STIPULATED AND AGREE THAT THIS LEASE IS WHOLLY PERFORMABLE IN HARRIS COUNTY, TEXAS AND THAT VENUE SHALL LIE IN THE COURTS OF HARRIS COUNTY.
- 13. This Lease may be executed in counterpart's equal dignity.
- 14. The parties agree to take all further steps, sign and execute any other documents or agreements and do all other things reasonable or necessary to implement the terms of this Lease and each party agrees to retrain from any action or activity which would hinder the performance of the other party hereunder.